

UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

UNITED STATES OF AMERICA,

Plaintiff,

v.

ASHTON CONNOR GARCIA,

Defendant.

NO. CR23-5090 BHS

PLEA AGREEMENT

The United States, through Acting United States Attorney Tessa M. Gorman and Assistant United States Attorney Jessica M. Manca of the Western District of Washington and Defendant Ashton C. Garcia and Defendant's attorneys Heather Carroll and Gregory Murphy enter into the following Plea Agreement, pursuant to Federal Rule of Criminal Procedure 11(c)(1)(A).

1. **The Charges.** Defendant, having been advised of the right to have this matter tried before a jury, agrees to waive that right and enters a plea of guilty to each of the following charges contained in the Indictment:

- a. Extortion, as charged in Count 1, in violation of Title 18, United States Code, Section 875(d).
- b. Threats and Hoaxes Regarding Explosives, as charged in Count 2, in violation of Title 18, United States Code, Section 844(e).
- c. Threats and Hoaxes Regarding Explosives, as charged in Count 3, in violation of Title 18, United States Code, Section 844(e).
- d. Extortion, as charged in Count 7, in violation of Title 18, United States Code, Section 875(d).

By entering these pleas of guilty, Defendant hereby waives all objections to the form of the charging document. Defendant further understands that before entering any guilty plea, Defendant will be placed under oath. Any statement given by Defendant under oath may be used by the United States in a prosecution for perjury or false statement.

2. **Elements of the Offense(s).** The elements of the offense(s) to which Defendant is pleading guilty are as follows:

The elements of Extortion, as charged in Counts 1 and 7, are as follows:

1. Defendant knowingly sent a message in interstate and foreign commerce containing a true threat to damage the reputation of another or accuse another of a crime; and
2. Defendant did so with the intent to extort money or something else of value to the Defendant.

The elements of Threats and Hoaxes Regarding Explosives, as charged in Counts 2 and 3, are as follows:

1. Defendant maliciously conveyed false information knowing the same to be false, concerning an attempt or alleged attempt being made, or to be made, to kill, injure or intimidate any individual or to unlawfully damage or destroy any building or real property by

means of an explosive;

2. Defendant used, or caused to be used, an instrument of commerce, such as a telephone, to communicate the false information; and

3. Defendant acted maliciously.

3. **The Penalties.** Defendant understands that the statutory penalties applicable to the offense(s) to which Defendant is pleading guilty are as follows:

a. For the offense of Extortion, as charged in Counts 1 and 7: A maximum term of imprisonment of up to two (2) years, a fine of up to \$250,000.00, a period of supervision following release from prison of up to one (1) year, and a mandatory special assessment of \$100.00 dollars. If a probationary sentence is imposed, the probation period can be for up to five (5) years.

b. For the offense of Threats and Hoaxes Regarding Explosives, as charged in Counts 2 and 3: A maximum term of imprisonment of up to ten (10) years, a fine of up to \$ 250,000.00, a period of supervision following release from prison of up to three (3) years, and a mandatory special assessment of \$100.00 dollars. If a probationary sentence is imposed, the probation period can be for up to five (5) years.

Defendant understands that supervised release is a period of time following imprisonment during which Defendant will be subject to certain restrictive conditions and requirements. Defendant further understands that, if supervised release is imposed and Defendant violates one or more of the conditions or requirements, Defendant could be returned to prison for all or part of the term of supervised release that was originally imposed. This could result in Defendant serving a total term of imprisonment greater than the statutory maximum stated above.

1 Defendant understands that as a part of any sentence, in addition to any term of
2 imprisonment and/or fine that is imposed, the Court may order Defendant to pay
3 restitution to any victim of the offense, as required by law.

4 Defendant further understands that the consequences of pleading guilty may
5 include the forfeiture of certain property, either as a part of the sentence imposed by the
6 Court, or as a result of civil judicial or administrative process.

7 Defendant agrees that any monetary penalty the Court imposes, including the
8 special assessment, fine, costs, or restitution, is due and payable immediately and further
9 agrees to submit a completed Financial Disclosure Statement as requested by the United
10 States Attorney's Office.

11 **4. Immigration Consequences.** Defendant recognizes that pleading guilty
12 may have consequences with respect to Defendant's immigration status if Defendant is
13 not a citizen of the United States. Under federal law, a broad range of crimes are grounds
14 for removal, and some offenses make removal from the United States presumptively
15 mandatory. Removal and other immigration consequences are the subject of a separate
16 proceeding, and Defendant understands that no one, including Defendant's attorney and
17 the Court, can predict with certainty the effect of a guilty plea on immigration status.
18 Defendant nevertheless affirms that Defendant wants to plead guilty regardless of any
19 immigration consequences that Defendant's guilty pleas may entail, even if the
20 consequence is Defendant's mandatory removal from the United States.

21 **5. Rights Waived by Pleading Guilty.** Defendant understands that by
22 pleading guilty, Defendant knowingly and voluntarily waives the following rights:

- 23 a. The right to plead not guilty and to persist in a plea of not guilty;
- 24 b. The right to a speedy and public trial before a jury of Defendant's
25 peers;

- 1 c. The right to the effective assistance of counsel at trial, including, if
2 Defendant could not afford an attorney, the right to have the Court
3 appoint one for Defendant;
4 d. The right to be presumed innocent until guilt has been established
5 beyond a reasonable doubt at trial;
6 e. The right to confront and cross-examine witnesses against Defendant
7 at trial;
8 f. The right to compel or subpoena witnesses to appear on Defendant's
9 behalf at trial;
10 g. The right to testify or to remain silent at trial, at which trial such
11 silence could not be used against Defendant; and
12 h. The right to appeal a finding of guilt or any pretrial rulings.

13 6. **United States Sentencing Guidelines.** Defendant understands and
14 acknowledges that the Court must consider the sentencing range calculated under the
15 United States Sentencing Guidelines and possible departures under the Sentencing
16 Guidelines together with the other factors set forth in Title 18, United States Code,
17 Section 3553(a), including: (1) the nature and circumstances of the offense(s); (2) the
18 history and characteristics of Defendant; (3) the need for the sentence to reflect the
19 seriousness of the offense(s), to promote respect for the law, and to provide just
20 punishment for the offense(s); (4) the need for the sentence to afford adequate deterrence
21 to criminal conduct; (5) the need for the sentence to protect the public from further
22 crimes of Defendant; (6) the need to provide Defendant with educational and vocational
23 training, medical care, or other correctional treatment in the most effective manner; (7)
24 the kinds of sentences available; (8) the need to provide restitution to victims; and (9) the
25 need to avoid unwarranted sentence disparity among defendants involved in similar
26 conduct who have similar records. Accordingly, Defendant understands and
27 acknowledges that:

- 1 a. The Court will determine Defendant's Sentencing Guidelines range at
2 the time of sentencing;
- 3 b. After consideration of the Sentencing Guidelines and the factors in 18
4 U.S.C. 3553(a), the Court may impose any sentence authorized by
5 law, up to the maximum term authorized by law;
- 6 c. The Court is not bound by any recommendation regarding the
7 sentence to be imposed, or by any calculation or estimation of the
8 Sentencing Guidelines range offered by the parties or the United
9 States Probation Department, or by any stipulations or agreements
10 between the parties in this Plea Agreement; and
- 11 d. Defendant may not withdraw a guilty plea solely because of the
12 sentence imposed by the Court.

13 7. **Ultimate Sentence.** Defendant acknowledges that no one has promised or
14 guaranteed what sentence the Court will impose.

15 8. **Statement of Facts.** The parties agree on the following facts. Defendant
16 admits he is guilty of the charged offenses.

17 From approximately early June 2022 through late March 2023, Defendant made a
18 series of swatting, threat, and hoax calls from his residences in the Western District of
19 Washington to various emergency dispatch services throughout the United States. He
20 placed these calls using instrumentalities of interstate commerce, including using a Voice
21 over Internet Protocol (VoIP) application to place phone calls and an internet-based
22 social media platform to stream the calls and encourage others to watch and participate.

23 Defendant's intended his calls to cause a large-scale deployment of special
24 weapons and tactics (SWAT) teams, bomb squads and other police units to the targeted
25 locations. He made these calls with malicious intent to harass, intimidate, and retaliate
26 against certain individuals and organizations, and to obtain items of value through
27 extortion.

1 During these calls, Defendant provided information to law enforcement agencies
2 that he knew to be false, such as false names, false claims that he and others had placed
3 explosives in particular locations, and false claims that he and other individuals had
4 committed violent crimes, taken hostages, gravely injured other people, and possessed
5 dangerous weapons, such as firearms and explosives.

6 In response to many of Defendant's calls, emergency dispatchers spent lengthy
7 amounts of time on the phone with Defendant. During that time, these dispatchers were
8 unavailable to respond to other emergencies. Additionally, in response to many of
9 Defendant's calls, armed law enforcement officers were dispatched to the targeted
10 addresses. During that time, these officers were unavailable to respond to other
11 emergencies. In some instances, armed law enforcement officers approached and entered
12 a targeted residence with their weapons drawn and detained people who occupied the
13 residence.

14 As part of this course of conduct, Defendant:

15 i. On June 6, 2022, called the Carver County Sheriff's Office in Minnesota to
16 falsely claim that he shot his mother and father.

17 ii. On July 17, 2022, sent messages to VICTIM-1 in Ohio, in which he
18 threatened to disseminate nude photographs and swat her and her family if she did not
19 send him her parents' credit card information.

20 iii. On July 22, 2022, called the Shaker Heights Police Department in Ohio to
21 falsely claim that his father was holding the family hostage and raping his mother and
22 sister while possessing numerous firearms and a makeshift hand grenade.

23 iv. On July 25, 2022, called the Charleston Police Department in Illinois to
24 falsely claim that he planted a bomb at a park close to a local university.

25 v. On July 27, 2022, called the Carver County Sheriff's Office in Minnesota
26 to falsely claim that his mother and father were fighting and shooting each other.

1 vi. On July 28, 2022, called the Cleveland Police Department in Ohio to
2 falsely claim that he had planted a pipe bomb at a television station in Cleveland, Ohio.

3 vii. On July 28, 2022, called the Peoria Police Department in Illinois to falsely
4 claim that his stepfather was holding a gun to his mother's head and raping her.

5 viii. On July 29, 2022, called the Los Angeles Police Department in California
6 to falsely claim that his father was raping his sister with a gun, had a lot of guns, suffered
7 from schizophrenia, and was addicted to PCP.

8 ix. On July 30, 2022, called the Kentucky State Police in Kentucky to falsely
9 claim that he was holding two people hostage with a pipe bomb and an AR-15, and that
10 he would kill the hostages unless he received \$50,000 cash.

11 x. On August 22, 2022, called the Newton Township Police Department in
12 Pennsylvania to falsely claim that his father was running around the house with a shotgun
13 and stabbed his mother.

14 xi. On August 23, 2022, called the Los Angeles Police Department in
15 California to falsely claim that there was a bomb on his daughter's flight from Honolulu
16 to Los Angeles.

17 xii. On August 24, 2022, sent messages to VICTIM-2 in New Jersey, in which
18 he threatened to SWAT and terrorize her if she did not send him sexual images.

19 xiii. On August 27, 2022, called the Edmonton Police Service in Alberta,
20 Canada, to falsely claim that he shot his mother and she was dying. During the call, he
21 refused to provide life-saving aid and threatened to shoot police if they came into the
22 house.

23 xiv. On August 28, 2022, called the Bremerton Police Department to falsely
24 claim that he shot his mother.

25 xv. On September 2, 2022, called the Milan Police Department in Michigan to
26 falsely claim that his father was holding him hostage with a gun and bombs.
27

1 xvi. On September 2, 2022, called the Milan Police Department in Tennessee to
2 falsely claim that his father was holding him hostage inside of a closet, and that his father
3 had a gun and a bomb and was scaring him.

4 xvii. On September 6, 2022, called the Los Angeles Police Department in
5 California to falsely claim that he stashed four pounds of C4 at an airport in Los Angeles
6 that he would detonate unless he received \$200,000 in Bitcoin.

7 xviii. On September 6, 2022, called the Berkeley Township Police Department in
8 New Jersey to falsely claim that he needed help because his father stabbed his mother and
9 was running around the house with a shotgun.

10 xix. On September 6, 2022, called the Bremerton Police Department to falsely
11 claim that he needed help because his father shot his mother and was running around the
12 house with a shotgun.

13 xx. On January 25, 2023, called the Castle Rock Police Department in
14 Colorado to falsely claim that he shot his girlfriend in the chest during an argument and
15 refused to provide life-saving aid.

16 The parties agree that these facts establish the commission of each of the offenses
17 charged in Counts 1-10 for purposes of calculating Defendant's Sentencing Guidelines.
18 *See* U.S.S.G. § 1B1.2(c).

19 The parties agree that the Court may consider additional facts contained in the
20 Presentence Report (subject to standard objections by the parties) and/or that may be
21 presented by the United States or Defendant at the time of sentencing, and that the factual
22 statement contained herein is not intended to limit the facts that the parties may present to
23 the Court at the time of sentencing.

24 9. **Sentencing Factors.** The parties agree that the following Sentencing
25 Guidelines provisions apply to this case:

- 26 a. A base offense level of 12 is applicable to Counts 2 and 3, pursuant
27 to U.S.S.G. § 2A6.1.

- 1 b. A four (4)-level enhancement is applicable to Counts 2 and 3,
2 pursuant to U.S.S.G. § 2A6.1, because Defendant's offenses resulted
3 in substantial disruption of public, governmental, or business
4 functions or services.
- 5 c. A base offense level of 9 is applicable to Counts 1 and 7, pursuant to
6 U.S.S.G. § 2B3.3.
- 7 d. A two (2)-level enhancement is applicable to Counts 1, 2, and 7,
8 pursuant to U.S.S.G. § 3A1.1, because Defendant knew or should
9 have known that the victims of the offenses were vulnerable victims.
- 10 e. A two (2)-level enhancement is applicable to Count 2, pursuant to
11 U.S.S.G. § 3B1.1, because Defendant was an organizer and leader of
12 the criminal activity.
- 13 f. Five (5) levels are added as a multiple-count adjustment pursuant to
14 U.S.S.G. § 3D1.4.

15 The parties agree they are free to present arguments regarding the applicability of
16 all other provisions of the United States Sentencing Guidelines. Defendant understands,
17 however, that at the time of sentencing, the Court is free to reject these stipulated
18 adjustments, and is further free to apply additional downward or upward adjustments in
19 determining Defendant's Sentencing Guidelines range.

20 **10. Acceptance of Responsibility.** At sentencing, *if* the Court concludes
21 Defendant qualifies for a downward adjustment for acceptance of responsibility pursuant
22 to USSG § 3E1.1(a) and Defendant's offense level is 16 or greater, the United States will
23 make the motion necessary to permit the Court to decrease the total offense level by three
24 (3) levels pursuant to USSG §§ 3E1.1(a) and (b), because Defendant has assisted the
25 United States by timely notifying the United States of Defendant's intention to plead
26 guilty, thereby permitting the United States to avoid preparing for trial and permitting the
27 Court to allocate its resources efficiently.

11. Recommendation Regarding Imprisonment. The United States will
recommend a sentence no higher than 48 months of imprisonment. Defendant is free to

1 recommend any sentence. Except as otherwise provided in this Plea Agreement, the
2 parties are free to present arguments regarding any other aspect of sentencing. In
3 connection with these arguments, the parties agree they are not limited to the preceding
4 statement of facts.

5 Defendant understands that the Court may reject the recommendations of the
6 parties and may impose any term of imprisonment up to the statutory maximum penalty
7 authorized by law. Defendant further understands that Defendant cannot withdraw a
8 guilty plea simply because of the sentence imposed by the Court.

9 12. **Restitution.** Defendant agrees that the Court can order Defendant to pay
10 restitution to the victims of Defendant's crimes and, in exchange for the agreements by
11 the United States contained in this Plea Agreement, Defendant agrees that restitution in
12 this case includes losses resulting from crimes charged in dismissed counts. In exchange
13 for the promises by the United States contained in this Plea Agreement, Defendant agrees
14 that Defendant will be responsible for any order by the District Court requiring the
15 payment of restitution for such losses.

16 a. The full amount of restitution shall be due and payable immediately on
17 entry of judgment and shall be paid as quickly as possible. If the Court finds that the
18 defendant is unable to make immediate restitution in full and sets a payment schedule as
19 contemplated in 18 U.S.C. § 3664(f), Defendant agrees that the Court's schedule
20 represents a minimum payment obligation and does not preclude the U.S. Attorney's
21 Office from pursuing any other means by which to satisfy the defendant's full and
22 immediately-enforceable financial obligation, including, but not limited to, by pursuing
23 assets that come to light only after the district court finds that the defendant is unable to
24 make immediate restitution.

25 b. Defendant agrees to disclose all assets in which Defendant has any interest
26 or over which Defendant exercises control, directly or indirectly, including those held by
27 a spouse, nominee, or third party. Defendant agrees to cooperate fully with the United

1 States' investigation identifying all property in which Defendant has an interest and with
2 the United States' lawful efforts to enforce prompt payment of the financial obligations to
3 be imposed in connection with this prosecution. Defendant's cooperation obligations are:
4 (1) before sentencing, and no more than 30 days after executing this Plea Agreement,
5 truthfully and completely executing a Financial Disclosure Statement provided by the
6 United States Attorney's Office and signed under penalty of perjury regarding
7 Defendant's and Defendant's spouse's financial circumstances and producing supporting
8 documentation, including tax returns, as requested; (2) providing updates with any
9 material changes in circumstances, as described in 18 U.S.C. § 3664(k), within seven
10 days of the event giving rise to the changed circumstances; (3) authorizing the United
11 States Attorney's Office to obtain Defendant's credit report before sentencing; (4)
12 providing waivers, consents or releases requested by the U.S. Attorney's Office to access
13 records to verify the financial information; (5) authorizing the U.S. Attorney's Office to
14 inspect and copy all financial documents and information held by the U.S. Probation
15 Office; (6) submitting to an interview regarding Defendant's Financial Statement and
16 supporting documents before sentencing (if requested by the United States Attorney's
17 Office), and fully and truthfully answering questions during such interview; and (7)
18 notifying the United States Attorney's Office before transferring any interest in property
19 owned directly or indirectly by Defendant, including any interest held or owned in any
20 other name, including all forms of business entities and trusts.

21 c. The parties acknowledge that voluntary payment of restitution prior
22 to the adjudication of guilt is a factor the Court considers in determining whether
23 Defendant qualifies for acceptance of responsibility pursuant to USSG § 3E1.1(a).

24 13. **Forfeiture of Assets.** Defendant understands the forfeiture of property is
25 part of the sentence that must be imposed in this case.

26 Defendant agrees to forfeit to the United States immediately all of his right, title,
27 and interest in any property constituting, or derived from, proceeds Defendant obtained

1 directly or indirectly, as a result of his commission of *Extortion*, the offense set forth in
2 Counts 1 and 7 of the Indictment. This property is forfeitable pursuant to Title 18,
3 United States Code, Section 981(a)(1)(C), by way of Title 28, United States Code,
4 Section 2461(c), and includes but is not limited to a sum of money reflecting the proceeds
5 Defendant obtained as a result of the offense.

6 Defendant also agrees to forfeit to the United States immediately all of his right,
7 title, and interest in any property constituting, or derived from, proceeds Defendant
8 obtained directly or indirectly, as a result of his commission of *Threats and Hoaxes*
9 *Regarding Explosives*, the offense set forth in Counts 2 and 3 of the Indictment. This
10 property is forfeitable pursuant to Title 18, United States Code, Section 981(a)(1)(C), by
11 way of Title 28, United States Code, Section 2461(c), and Title 18, United States Code,
12 Section 982(a)(2)(B), and includes but is not limited to a sum of money reflecting the
13 proceeds Defendant obtained as a result of the offense. Pursuant to Title 18, United States
14 Code, Section 844(c), Defendant shall also forfeit any explosive materials involved in,
15 used in, or intended to be used in the offense.

16 Defendant agrees to fully assist the United States in the forfeiture of the above-
17 described property and to take whatever steps are necessary to pass clear title to the
18 United States, including but not limited to: surrendering title and executing any
19 documents necessary to effect forfeiture; assisting in bringing any property located
20 outside the United States within the jurisdiction of the United States; and taking whatever
21 steps are necessary to ensure that property subject to forfeiture is not sold, disbursed,
22 wasted, hidden, or otherwise made unavailable for forfeiture. Defendant agrees not to file
23 a claim to any such property in any federal forfeiture proceeding, administrative or
24 judicial, which may be or has been initiated. Defendant also agrees he will not assist any
25 party who may file a claim to this property in any federal forfeiture proceeding.

26 The United States reserves its right to proceed against any remaining property not
27 identified in this Plea Agreement, including any property in which Defendant has any

1 interest or control, if said assets constitute or are derived from proceeds Defendant
2 obtained directly or indirectly from the *Extortion* and *Threats and Hoaxes Regarding*
3 *Explosives* offenses set forth in Counts 1, 2, 3, and 7 of the Indictment, or were
4 explosives involved in, used in, or intended to be used in the offense of *Threats and*
5 *Hoaxes Regarding Explosives*.

6 14. **Abandonment of Contraband.** Defendant also agrees that, if any federal
7 law enforcement agency seized any illegal contraband that was in Defendant's direct or
8 indirect control, Defendant consents to the federal administrative disposition, official use,
9 and/or destruction of that contraband.

10 15. **Non-Prosecution of Additional Offenses.** As part of this Plea Agreement,
11 the United States Attorney's Office for the Western District of Washington agrees not to
12 prosecute Defendant for any additional offenses known to it as of the time of this Plea
13 Agreement based upon evidence in its possession at this time, and that arise out of the
14 conduct giving rise to this investigation, and moves to dismiss the remaining counts in
15 the Indictment at the time of sentencing. In this regard, Defendant recognizes the United
16 States has agreed not to prosecute all of the criminal charges the evidence establishes
17 were committed by Defendant solely because of the promises made by Defendant in this
18 Plea Agreement. Defendant agrees, however, that for purposes of preparing the
19 Presentence Report, the United States Attorney's Office will provide the United States
20 Probation Office with evidence of all conduct committed by Defendant.

21 Defendant agrees that any charges to be dismissed before or at the time of
22 sentencing were substantially justified in light of the evidence available to the United
23 States, were not vexatious, frivolous or taken in bad faith, and do not provide Defendant
24 with a basis for any future claims under the "Hyde Amendment," Pub. L. No. 105-119
25 (1997).

1 **16. Breach, Waiver, and Post-Plea Conduct.** Defendant agrees that, if
2 Defendant breaches this Plea Agreement: (a) the United States may withdraw from this
3 Plea Agreement and Defendant may be prosecuted for all offenses for which the United
4 States has evidence; (b) Defendant will not oppose any steps taken by the United States
5 to nullify this Plea Agreement, including the filing of a motion to withdraw from the Plea
6 Agreement; and (c) Defendant waives any objection to the re-institution of any charges
7 that previously were dismissed or any additional charges that had not been prosecuted.

8 Defendant further understands that if, after the date of this Plea Agreement,
9 Defendant should engage in illegal conduct, or conduct that violates any conditions of
10 release or the conditions of confinement (examples of which include, but are not limited
11 to, obstruction of justice, failure to appear for a court proceeding, criminal conduct while
12 pending sentencing, and false statements to law enforcement agents, the Pretrial Services
13 Officer, Probation Officer, or Court), the United States is free under this Plea Agreement
14 to file additional charges against Defendant or to seek a sentence that takes such conduct
15 into consideration by requesting the Court to apply additional adjustments or
16 enhancements in its Sentencing Guidelines calculations in order to increase the applicable
17 advisory Guidelines range, and/or by seeking an upward departure or variance from the
18 calculated advisory Guidelines range. Under these circumstances, the United States is
19 free to seek such adjustments, enhancements, departures, and/or variances even if
20 otherwise precluded by the terms of the Plea Agreement.

21 **17. Waiver of Appellate Rights and Rights to Collateral Attacks.**
22 Defendant acknowledges that, by entering the guilty plea(s) required by this Plea
23 Agreement, Defendant waives all rights to appeal from Defendant's conviction, and any
24 pretrial rulings of the Court, and any rulings of the Court made prior to entry of the
25 judgment of conviction. Defendant further agrees that, provided the Court imposes a
26 custodial sentence that is within or below the Sentencing Guidelines range (or the
27

1 statutory mandatory minimum, if greater than the Guidelines range) as determined by the
2 Court at the time of sentencing, Defendant waives to the full extent of the law:

- 3 a. Any right conferred by Title 18, United States Code, Section 3742, to
4 challenge, on direct appeal, the sentence imposed by the Court, including
5 any fine, restitution order, probation or supervised release conditions, or
6 forfeiture order (if applicable); and
- 7 b. Any right to bring a collateral attack against the conviction and sentence,
8 including any restitution order imposed, except as it may relate to the
9 effectiveness of legal representation.

10 This waiver does not preclude Defendant from bringing an appropriate motion
11 pursuant to 28 U.S.C. § 2241, to address the conditions of Defendant's confinement or
12 the decisions of the Bureau of Prisons regarding the execution of Defendant's sentence.

13 If Defendant breaches this Plea Agreement at any time by appealing or collaterally
14 attacking (except as to effectiveness of legal representation) the conviction or sentence in
15 any way, the United States may prosecute Defendant for any counts, including those with
16 mandatory minimum sentences, that were dismissed or not charged pursuant to this Plea
17 Agreement.

18 18. **Voluntariness of Plea.** Defendant agrees that Defendant has entered into
19 this Plea Agreement freely and voluntarily, and that no threats or promises were made to
20 induce Defendant to enter a plea of guilty other than the promises contained in this Plea
21 Agreement or set forth on the record at the change of plea hearing in this matter.

22 19. **Statute of Limitations.** In the event this Plea Agreement is not accepted
23 by the Court for any reason, or Defendant breaches any of the terms of this Plea
24 Agreement, the statute of limitations shall be deemed to have been tolled from the date of
25 the Plea Agreement to: (1) thirty (30) days following the date of non-acceptance of the
26 Plea Agreement by the Court; or (2) thirty (30) days following the date on which a breach
27

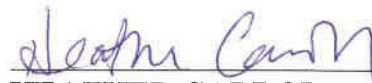
1 of the Plea Agreement by Defendant is discovered by the United States Attorney's
2 Office.

3 20. **Completeness of Plea Agreement.** The United States and Defendant
4 acknowledge that these terms constitute the entire Plea Agreement between the parties,
5 except as may be set forth on the record at the change of plea hearing in this matter. This
6 Plea Agreement binds only the United States Attorney's Office for the Western District
7 of Washington. It does not bind any other United States Attorney's Office or any other
8 office or agency of the United States, or any state or local prosecutor.

9
10 Dated this 25th day of January, 2024.

11
12 

13 ASHTON C. GARCIA
14 Defendant

15 

16 HEATHER CARROLL
17 GREGORY MURPHY
18 Attorneys for Defendant

19 
20 JESSICA M. MANCA
21 Assistant United States Attorney